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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN AND DIU

Law and Judicial Department

Notification

LD/N/2/56/69

The following Act passed by the Legislative Assembly of Goa, Daman and Diu which received the assent of the President of India on 6th December, 1969 is hereby published for general information.

M. S. Borkar, Under Secretary.

Panaji, 6th January, 1970.

THE GOA, DAMAN AND DIU APPROPRIATION (EXCESS EXPENDITURE) ACT, 1969

(Act No. 11 of 1969)

1. **Short title.** — This Act may be called the Goa, Daman and Diu Appropriation (Excess Expenditure) Act, 1969.

2. **Issue of Rs. 36,312 out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu to meet excess expenditure for the year 1966-67.** — From and out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu, the sums specified in column 5 of the Schedule amounting in the aggregate to the sum of thirty six thousand, three hundred and twelve rupees shall be deemed to have been authorised to be paid and applied to meet the amount spent for defraying the charges in respect of the services specified in column 2 of the Schedule for the year 1966-67 in excess of the amounts granted for those services and for that period.

3. **Appropriation.** — The sums deemed to have been authorised to be paid and applied from and out of the Consolidated Fund of the Union Territory of Goa, Daman and Diu under this Act, shall be deemed to have been appropriated for the services and purposes expressed in the Schedule for the year 1966-67.

THE SCHEDULE

(See Sections 2 & 3)

No. of Vote	Services and purposes	Voted by Assembly	Sums not exceeding		Total Excess over grants/appropriation
			Charged on the Consolidated Fund of the Union territory of Goa, Daman and Diu		
1	2	3	4	5	
		Rs.	Rs.		Rs.
11 — Jails		5,740	—		5,740
23 — Community Development Projects, National Extension Service and Local Development works		9,608	—		9,608
31 — Pensions and Other Retirement Benefits		8,216	—		8,216
32 — Stationery and Printing		242	—		242
43 — Capital Outlay on Ports		12,506	—		12,506
Total		36,312	—		36,312

Labour and Information Department

ORDER

LC/12/EPF/69

The following notification from the Government of India Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) New Delhi is hereby republished for the information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. R. Vaze, Under Secretary, Industries and Labour Department.

Panaji, 8th January, 1970.

Notification

10/24/69-PF.II

Dated 20th November, 1969

G. S. R. — In exercise of the powers conferred by section 5, read with sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby makes the following Scheme further to amend the Employees' Provident Funds Scheme, 1952, namely:—

1. This Scheme may be called the Employees' Provident Funds (Fifth Amendment) Scheme, 1969.
2. In the Employees' Provident Funds Scheme, 1952, after paragraph 68-K, the following paragraph shall be inserted, namely:—

"68-L: Grant of advances in abnormal conditions."

(1) The Commissioner may, on an application from a member whose property, movable or immovable, has been damaged by a calamity of exceptional nature, such as floods, earthquakes or riots, authorise payment to him from the provident fund account, a non-refundable advance, not exceeding Rupees two hundred or fifty percent of his own total contributions including interest thereon standing to his credit on the date of such authorisation, whichever is less, to meet any unforeseen expenditure:

Provided that such member produces evidence to the satisfaction of the Commissioner that the said property has been damaged.

(2) No advance under sub-paragraph (1) shall be paid unless the State Government certifies that any of the aforesaid calamities has affected the general public in that area."

Sd/-

DALJIT SINGH

Under Secretary

Mormugao Port Trust

Notification

MPT/IGA/(E.1230)/69

As required under Section 124(2) of the Major Port Trusts Act, 1963 the following Regulations which have been adopted by the Board of Trustees are hereby published.

**DRAFT MORMUGAO PORT EMPLOYEES
(GRANT OF ADVANCES FOR BUILDING
ETC. OF HOUSES) REGULATIONS, 1969**

1. **Short Title and Commencement.**— (i) These Regulations may be called the Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1969.

(ii) They shall come into effect from the date the approval of the Central Government is published in the Official Gazette.

2. **Eligibility.**— House-building advance may be granted to the following categories of employees of the Board:—

a) Permanent employees of the Board.

b) Employees of the Board not falling in category (a) above, who have rendered at least 10 years' continuous service, provided that the sanctioning authority is satisfied that they are likely to continue in the service of the Board at least till the house, for which the advance is sanctioned, is built and/or mortgaged to the Board.

Note: (i) The word "Employees" means employees of the Board of Trustees of Mormugao Port but does not include casual or daily-rated labour; it does not also include deputationists to the Mormugao Port Trust from the Central Government, State Government, Public Sector Undertakings and other Organisations in whose case, application for the grant of house-building advance should be processed to finality by the parent department.

(ii) In cases where both the husband and wife happen to be employees of the Board and are eligible for the grant of advance, it shall be admissible to only one of them.

3. **Conditions to be fulfilled.**— An applicant for the grant of an advance must satisfy the following conditions:—

a) The cost of the house or flat to be built or purchased should not exceed sixty times the pay of an employee or Rs. 80,000/- whichever is less and the applicant should not have availed of any loan or advance for acquisition of a house from any other source e.g. Department of Rehabilitation or Life Insurance Corporation. Advances may also be granted in cases where the cost of the house to be built/purchased does not exceed Rs. 20,000, though it may exceed sixty times the pay of the employee. Provided, however, that, where the loan, advance etc., already availed of by an applicant does not exceed the amount admissible under these Regulations, it would be open to him to apply for an advance under these Regulations on the condition that he undertakes to repay the outstanding loan, advance etc. (together with interest, if any, thereon) forthwith, in one lump sum to the Department of Rehabilitation or Life Insurance Corporation, etc.

In cases where an employee makes (or has made) a final withdrawal from his Provident Fund account in connection with the construction/acquisition of a house, in addition to availing of an advance under these Regulations, the total amount of the advance sanctioned under these Regulations and that withdrawn from the Provident Fund should not exceed sixty times the monthly pay or Rs. 80,000/- whichever is less.

b) Neither the applicant, nor the applicant's wife/husband/minor child should own a house. However, this condition may be relaxed by the Board/Chairman in exceptional circumstances; as, for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village, and the applicant desires to settle down in a town; or where an applicant happens to own a house jointly with other relations etc., and he desires to build a separate

house for himself. House Building Advance may however be granted to an employee who owns the land/house jointly with his/her wife/husband, if otherwise admissible.

c) The floor area of the house to be constructed or purchased must not be less than 35 sq. metres.

Note: — For the purposes of this and other Regulations, notes, forms of mortgage etc., appended to these Regulations, the term «house» also includes a flat unless the context otherwise warrants.

d) The advance will not be admissible to the employees in whose case there may be legal difficulty in recovering the advance.

e) The advance will be given only to the applicant who has already acquired/purchased plots of land on which construction can be commenced immediately.

4. Purposes for which advance may be granted. — An advance may be granted for —

(a) Constructing a new house either at the place of duty or at the place where the employee proposes to settle after retirement. An application for an advance for purchasing a ready built house or flat may also be considered provided that: —

- (a) the advance will not exceed 48 times the monthly pay and will be further restricted to 80 per cent of the total cost of the house/flat or Rs. 35,000 whichever is lower
- (b) the advance will be admissible only for an outright purchase and not for hire-purchase of a house/flat and
- (c) the employee gets the right to mortgage the house/flat to the Board straightaway and
- (d) the total cost of the house/flat does not exceed the prescribed ceiling.

Note: — In the case of sale of flats/houses by Government, Semi-Government, or Local Bodies, Housing Boards, Development Authorities and the like, the applicants while submitting the applications need not enclose therewith any approved plans, estimates, valuation and utility, remaining life of the building, certificates. In such cases, it will be presumed that the house/flat is in an approved/developed colony and that the house/flat has been constructed according to a properly approved plan and is of sound specifications and the building will at least last for 20 years (the maximum period in which the advance with interest is recoverable) and that the cost of house/flat is reasonable. In such cases the application should be accompanied by the following documents only: —

1. An attested copy of a letter from the Government Department/Semi-Government Organisation/Local Body/Housing Board etc., as the case may be (from whom the house is to be purchased) allotting or agreeing to allot the land and house (or the flat, as the case may be) and stating therein: —

- a) Cost of the house/flat;
- b) condition for sale;
- c) the accommodation available therein;
- d) whether they have permitted the employee to mortgage the land and the house/flat in favour of the Board as security for the advance of such terms and conditions as the Board may prescribe.

2. An attested copy of the draft lease/sale deed for the house/flat.

3. In the case of construction and purchase of flats, in addition to executing a Mortgage Deed and an agreement and furnishing of surety etc. as provided in these Regulations, an applicant should also, furnish evidence of seller's clear title to the land and collateral security, to the satisfaction of the Head of the Department, where the land is not mortgaged in favour of the Board.

(b) Enlarging living accommodation in an existing house owned by the employee concerned, provided that the total cost of the existing structure and the proposed additions and expansions does not exceed sixty times his monthly pay or Rs. 80,000/- whichever is less. Advances may also be granted in cases where the total cost of existing structure and the proposed additions and expansions does not exceed Rs. 20,000/- although it may exceed sixty times the pay of an employee.

(c) The repayment of a loan or an advance taken from a Government source, as contemplated in Regulation 3(a) above. This facility will, however, not be available if the construction on the house has already commenced.

5. Amount of advance. — (a) Not more than one advance shall be sanctioned under these Regulations to an employee during his/her entire service.

(b) Applicants may be granted an advance not exceeding 48 times the monthly pay including officiating pay (except where drawn in a leave vacancy), Dearness Pay, Personal Pay and Special Pay subject to a maximum of Rs. 35,000/- in cases covered by the Regulation 4(a) above and Rs. 10,000/- in cases falling under Regulation 4(b) above. Low-paid employees may however, be granted an advance upto Rs. 4,800/- irrespective of the pay actually drawn by them subject to his re-paying capacity. The actual amount of advance to be sanctioned will be determined by the Chief Engineer of the Board on the basis of plans, detailed specifications an estimates to be furnished by applicants justifying the amount of advance applied for, and shall be restricted to the estimated cost of construction/purchase within the ceiling amounts prescribed above, and subject to the further conditions that, in the case of construction in rural areas, the amount of advance, will, in no case, exceed 80 percent of the true cost of land and construction of the house or true cost of enlarging living accommodation. The amount of advance will further be restricted to the amount which an employee can repay partly from his gratuity/death-cum-retirement gratuity and partly by convenient monthly deductions from his pay, before the date of his superannuation, according to the service regulations applicable to him.

For the purposes of these calculations, it will be assumed that an employee can generally commence repayment of the advance one year after the date of approval of the advance by the Board and that an instalment calculated upto 33.1/3% of his/her pay will be within his/her paying capacity.

6. Sanctioning authority. — The authority competent to sanction an advance under these Regulations will be the Board in the case of a Head of Department and employees holding posts the maximum

of the scale of which exceeds Rs. 1,000/-; in all other cases, it will be the Chairman.

7. Disbursement and security.— (a) (1) An advance required only for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

(i) An amount equal to 30 percent of the sanctioned advance will be payable to the applicant on his/her mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board in the prescribed form agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.

(ii) A further amount not exceeding 40 percent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) The remaining 30 percent of the sanctioned advance will be payable when the house has reached roof level, provided the Chairman is satisfied that the developments of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (2) An advance required only for constructing a double storeyed new house or enlarging living accommodation in an existing house shall be paid as follows:—

(i) An amount equal to 25 percent of the sanctioned advance will be payable to the applicant on his mortgaging, in favour of the Board, the land purchased by him alongwith the house to built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7(a) (1) (i) will apply.

(ii) A further amount not exceeding 30 percent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) A further amount not exceeding 25 percent of the advance will be payable when the roof of the ground floor has been laid.

(iv) The remaining 20 per cent of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Chairman is satisfied that development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(a) (3) An advance for purchasing a ready-built house shall be paid as follows:—

The Chairman may authorise the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to the Board within 3 months of the drawal of the advance, failing which the advance, together with the interest thereon, shall be refunded to the Board forth-

with, unless an extension of the time limit is granted by the Chairman.

(a) (4) An advance required for purchase/construction of a new flat shall be paid as follows:—

(a) Chairman may authorise the payment of the amount required by and admissible to the applicant, on the applicant's executing an agreement in the prescribed form and comply with the provisions contained in Regulation 7(b) (2) for the re-payment of the loan. The amount may either be disbursed in one lump sum or in suitable instalment at the discretion of the Chairman. The amount so drawn or the instalment/s so drawn by the applicant shall be utilised for the purpose for which it was drawn within one month of the drawal of the advance of the instalment/s, failing which the advance or part of the advance so disbursed; together with interest thereon shall be refunded to Board forthwith, unless an extension of this time limit is specifically granted by the Chairman.

(a) (5) An advance required for repaying a loan taken by the applicant for constructing a house shall be paid as follows:—

Chairman may authorise payment of the entire amount required by and admissible to the applicant in one lump sum on the applicant's executing an agreement in the prescribed form for the re-payment of the loan. The acquisition of the house must be completed, and the house mortgaged to the Board within three months of the drawal of the advance, failing which the advance together with the interest thereon shall be refunded to the Board forthwith, unless an extension of this time limit is granted by the Chairman.

7(b) (1) In addition to their executing the agreement/mortgage deed referred to in sub-para (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent employee of the Board in the prescribed form before the sanction of advance or any part thereof is actually disbursed to them;

i) all applicants who are not permanent employees of Board;

ii) all applicants who are due to retire from service within a period of 18 months following the date of application for the grant of advance;

iii) all applicants who are permanent employees of the Board but not covered by sub-para (ii) above if they require the advance for the purchase of a ready built house or repayment of earlier loan(s) taken for construction/purchasing a house.

7(b) (2) In addition to the compliance with the provisions in sub-para (a) and (b) (1) above, the applicant for constructing or purchase of a ready-built flat should furnish adequate collateral security as laid down under Rule 274 of the compilation of the General Financial Rules, 1963, wherever the land on which the flats stand is not mortgaged by the owner of land in favour of the Board as a security towards repayment of the advance.

Notes:— (i) The liability of the surety will continue till the house built/purchased is mortgaged to the Board or till the advance together with interest due thereon is repaid to the Board, whichever happens earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the

employee liable to disciplinary action under the Mormugao Port Employees (Classification, Control and Appeal) Regulations, 1964 apart from his being called upon the refund to the Board forthwith the entire advance drawn by him with interest in accordance with Regulation 8 below.

8. Interest. — An advance granted under these Regulations shall carry simple interest from the date of advance, the amount of interest being calculated on the balances outstanding on the last day of each month. The rate of interest will be fixed by Board from time to time.

9. Construction, maintenance, etc. — (a) The construction of the house or additions to living accommodation in an existing house, (as the case may be) shall be: —

(i) carried out exactly in accordance with the approval plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior written concurrence of the Chairman. The employee shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Board, that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Chairman may, if necessary, arrange to have inspection carried out to verify the correctness of the certificates;

(ii) completed within 18 months of the date on which the first instalment of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him, together with interest thereon calculated as in Regulation 8 above, in one lump sum. An extension of the time limit may be allowed upto one year by the Chairman and for longer period by the Board of Trustees, in those cases where the work is delayed due to circumstances beyond his/her control. The date of completion must be reported to the Chairman without delay.

b) Immediately on completion or purchase of the house, as the case may be the employee concerned shall insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning, till the advance is fully repaid to the Board and deposit the policy with the Board. The premia must be paid regularly and the premium receipts produced for inspection by the Head of the Department. In the event of failure on the part of the employee to effect insurance against fire, flood and lightning, it shall be lawful, but not obligatory for the Board to insure the said house, at the cost of the employee concerned and add the amount of the premium to the outstanding amount of the advance and the employee shall be liable to pay interest thereon, as if the amount of the premium has been advanced to him, as part of the aforesaid advance at the prevailing rate of interest till the amount is repaid to the Board. The Head of the Department will obtain from the employee drawing the advance a letter to the insurer with whom the house is insured, to notify to the latter the fact that the Board is interested in the insurance policy secured.

The Head of Department will himself forward the letter to the Insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to the Board.

c) The house must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to the Board in full. The employee shall furnish an annual certificate to this effect to the Head of the Department.

d) After the completion of the construction of the house, annual inspections may be carried out by any authorised officer under instructions from the Chairman to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for these inspections by the officer/s designated for the purpose.

Note: — Furnishing of false certificate, will render the employee concerned liable to suitable disciplinary action apart from his being called upon to refund to the Board forthwith the entire advance drawn by him together with interest accruing thereon in accordance with Regulation 8 above.

10. Repayment of the advance. — (a) The advance, granted to an employee under these Regulations, together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. First, the recovery of the advance shall be made in not more than 180 monthly instalments and then interest shall be recovered in not more than 60 monthly instalments.

Note: — (i) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance, including any fraction of a rupee shall be recovered.

(ii) Recovery of advances granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 18th month after the date on which the first instalment of the advance is paid to the employee, whichever is earlier. In the case of an advance taken for purchasing a ready built house or repaying earlier loans taken for constructing a house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii) It will be open to employees to repay the amount in a shorter period, if they so desire. In any case, the entire advance must be repaid in full with interest thereon, before the date on which they are due to retire from service.

(iv) In order to avoid undue hardship to an employee who is due to retire within 20 years of the date of application for the grant of an advance and under the service Regulations applicable to him is eligible for the grant of a gratuity or death-cum-retirement gratuity, the Chairman may permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalments shall not be less than the that worked out on the basis of repayment within a period of 20 years) during the remaining period of his service, provided he agrees to the incorporation of a suitable clause

in the prescribed Agreement and Mortgage Deed form to the effect that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(v) In case the employee does not repay the balance of the advance due to the Board on or before the date of his retirement, it shall be open to the Board to enforce the security of the mortgage at any time, thereafter, and recover the balance of the advance due together with interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of advance shall be effected through the monthly pay/leave salary/subsistence allowance bills of the employees concerned by the Head of the office or the Financial Adviser and Chief Accounts Officer concerned, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of the Chairman of the Board. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by the Chairman, if considered necessary.

(c) If any employee ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Board forthwith. The Chairman, may, however, in deserving cases, permit the employee concerned, or his/her successors in interest as the case may be, or the sureties in cases covered by Regulation 7(b), if the house has not been completed and/or mortgaged to the Board by that time, to repay the outstanding amount together with interest thereon calculated as in Regulation 8 above, in suitable instalments. Failure on the part of the employee concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

(d) The property mortgaged to the Board shall be reconveyed to the employee concerned (or his successors in interest as the case may be), after the advance, together with the interest thereon, has been repaid to the Board in full.

11. Procedure for dealing with applications. —

(a) Applications addressed to the Board/Chairman should be submitted by the employees through the Head of their Department in the prescribed form (in duplicate). The following documents should accompany the applications:

(i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of applying.

(ii) If the advance is required for enlarging living accommodation in an existing house or for repaying earlier loans taken for constructing a house, an attested copy of the sale deed as well as of other documents, if any, establishing that the applicant possesses an indisputable title to the property in question and that the property in question is free from encumbrances. The site plan should also be

furnished where advance is required for repayments of earlier loan (s); authentic evidence indicating the outstanding amount (s) of the loan (s) in question should also be furnished.

(iii) In cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built, along with the site plan. If the land happens to be lease hold, an attested copy of the lease deed should also be enclosed.

(iv) In cases where the applicant desires to purchase a flat, an attested copy of a letter from the seller of the flat, to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly distinguishable flat to the applicant, within a period of two months from the date of his letter, may be forwarded.

(b) The Heads of the Departments will scrutinise the applications and satisfy themselves of the correctness of the facts, etc., stated therein. They will also examine the title deeds etc. furnished in compliance with sub-regulations (ii) and (iii) above (in consultation with the Port's Legal Adviser and the Revenue and Registration authorities, if necessary) to make sure that the applicant does in fact possess a clear title to the property in question and that the property is free from encumbrances. After this has been done, the Heads of Departments will forward the applications to the Financial Adviser & Chief Accounts Officer.

(c) The Financial Adviser and Chief Accounts Officer's office will examine the application with reference to eligibility and subject to funds being available, certifying the maximum amount of advance that could be granted to the applicant concerned and forward the application to the Board/Chairman as the case may be for approval.

(d) (i) On receipt of the approval of the competent authority the Head of the Department shall also arrange to complete the prescribed formalities such as execution of the Agreement, Mortgage Deed, Surety Bond, etc. in the prescribed forms (in consultation with the appropriate legal authorities where necessary) and then forward the papers to Financial Adviser and Chief Accounts Officer for arranging payment out of the sanctioned advance to the applicant, where a ready built house is intended to be purchased with the help of the advance, the Head of the Department may before forwarding the papers to Financial Adviser and Chief Accounts Officer, also require the employee concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire an indisputable title to the house in question. In such cases, the sale deeds, etc., should be examined by the Head of the Department carefully (in consultation with the appropriate legal authorities where necessary) to ensure that the employee concerned has actually acquired an indisputable title to the property exclusive of title to plot of land in the case of flats in question. It should also be verified that the market value of house purchased is not less than the advance sanctioned.

(d) (ii) The Heads of Departments shall instruct applicants desirous of constructing a new house or

enlarging living accommodation in an existing house to furnish two copies of the Plans, as well as the specifications and estimates in the prescribed pro-formae. The plan should be duly approved by the Municipality or other Local Body concerned before submitting them to the Board.

(e) (i) The plans and specifications shall then be scrutinised by the Financial Adviser and Chief Accounts Officer, who will certify the maximum amount that could be paid as first instalment. The proposal for the disbursement of the first instalment will then be submitted to the Chairman for authorising the disbursement after the Head of Department has arranged to complete the prescribed formalities such as, execution of agreements, mortgage deed, Surety Bond, Undertakings, etc. in the prescribed form.

(ii) The payment of remaining two instalments of advance will be made after obtaining Chairman's sanction for the disbursement on the basis of certificate to be furnished by the applicants as prescribed in Regulation 9(a) and such inspection as may be deemed necessary. It should also be verified before disbursing the last instalment of the advance that the development of the site has been completed vide Regulation 1(a) (iii) above.

Note: Along with the proposal for the disbursement of an instalment of an advance, the Head of Department should forward a certificate to the effect that the required formalities in pursuance of which the instalments has become due have been completed.

The Head of the Department shall also ensure that the construction of the house is completed within the period prescribed in the Regulations and that:—

(i) The prescribed mortgage deed is executed immediately on completion purchase of the house, and the document kept in safe custody after registration.

(ii) The house is insured in the manner indicated in Regulation 9(b) above, immediately on its completion/purchase and that the premium receipts are regularly produced for inspection.

(iii) The house is maintained in good repair and that the necessary insurance premia, land tax and Municipal rates and taxes are paid regularly, and the requisite certificate furnished annually until the advance has been repaid in full.

(iv) Monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bill/subsistence bill of the employee concerned thereafter.

(v) In the case of employees likely to retire within 18 months of the date of their application for the advance (see Regulation 7(b) above), the amount of their provident fund and gratuity will be adequate to cover the balance of the advance outstanding against them just before the date of their retirement and that in such cases any applications for advance/withdrawal from this Provident Fund subsequent to the grant of house building advances under these Regulations and should not be ordinarily entertained.

(vi) Any amount drawn in excess of the expenditure incurred, is refunded by the employee concerned to the Board forthwith, together with the interest, if any, due thereon.

(vii) The property mortgaged to the Board is released immediately on the repayment of the advance and the interest thereon in full. The Reconveyance Deed should be got registered. After the Reconveyance Deed has been executed and registered the mortgage deed, the Sale Deed and such other documents deposited by the employee should be returned to him and a receipt therefor should be taken and kept on record along with a copy of the Reconveyance Deed. The expenses in connection with the execution/registration of the Reconveyance Deed shall be borne by the employee.

12. General.—In any matter not specifically provided for in these Regulations, the decisions/orders issued from time to time by the Government of India in this matter shall apply, in so far as they are not inconsistent with these Regulations.

13. Interpretation.—If any question arises relating to the interpretation of these Regulations, it shall be decided by the Board.

Application form prescribed under the Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1969

1. a) Name (in block letters)
- b) Designation
- c) Scale of pay
- d) Present pay
2. a) Office in which employed
- b) Department
- c) Office where posted
3. Please state:
 - i) whether you are a permanent or non-permanent employee of the Board, and the length of service under the Board.
 - ii) your permanent post, if any, and the name of the office and the department concerned.
 - iii) date of birth and age next birthday.
 - iv) Date of retirement.
 - v) Is your wife/husband a Board's employee? If so, give her/his name, designation etc.
4. Do you or does your wife/husband/minor child already own a house. (see Regulation 3(b)), if so, please state:
 - 1) Station where it is situated with exact address.
 - 2) Floor area in sq. metres.
 - 3) Its approximate valuation.
 - 4) Reasons for desiring to own another house or enlarging living accommodation in an existing house, as the case may be.
5. a) Do you require the advance for building a new house? If so, please indicate: (See Regulation 3(a) and 3(c)).
 - 1) Approximate floor area of the house proposed to be constructed (in sq. metres).
 - 2) Estimated cost of land.
 - 3) Estimated cost of building.
 - 4) Total estimated cost.
 - 5) Amount of advance required.
 - 6) Number of years in which the advance with interest is proposed to be repaid.

Note: Entries in column (2) to (4) will have to be supported by specifications, estimates (in the enclosed forms) and plan at the appropriate stage.

b) Whether you are already in possession of the land?

If so, please state:—

- 1) Name of the city or town or Panchayat where it is located.
- 2) Whether you wish to settle there after retirement.

- 3) Area of the plot (in sq. metres).
- 4) Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.

6. Do you require the advance for enlarging living accommodation in an existing house?

If so, please state:—

- 1) Number of rooms in the house (excluding lavatory, bathroom and kitchen).
- 2) Total floor area of the rooms (in sq. metres).
- 3) If an additional storey is proposed to be added, is the foundation strong enough?

Particulars of addition desired

- 4) Number of rooms.
- 5) Floor area (in sq. metres).
- 6) Estimated cost.
- 7) Amount of advance desired.
- 8) Number of years in which the advance with interest is proposed to be repaid.

Note: A plan of the house should accompany the application.

7. Do you require the advance for purchasing a ready built house?

a) i) If so, and in case you already have a house in view, please state:

- 1) Exact location of the house.
- 2) Floor area of the house (in sq. metres).
- 3) Plinth area of the house (in sq. metres).
- 4) Approximate age of the house.
- 5) Municipal valuation of the house.
- 6) Name and address of the owner.
- 7) Approximate price expected to be paid.
- 8) Amount of advance required.
- 9) Number of years on which the advance with interest is proposed to be repaid.
- 10) The amount withdrawn from Provident Fund for construction/acquisition of house.

a) ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house?

Note: A plan of the house and specifications used in construction should accompany the application.

b) If you do not already have a house in view, how, when and where do you propose to acquire one? Indicate:—

- 1) The approximate amount upto which you will be prepared to buy a house.
- 2) The approximate amount of advance required.
- 3) Number of years in which the advance with interest is proposed to be repaid.

Note: Details specified against item 7(a) above should be furnished in this case also as soon as possible and in any case, before the full amount of the advance is drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or leasehold? If leasehold, state:—

- 1) The term of the lease.
- 2) How much of the term has already expired?
- 3) Whether conditions of the lease permit the land being mortgaged to Board/or any others.
- 4) Premium paid for the plot.
- 5) Annual rental of the plot.

Note: A copy of the lease/sale deed should accompany the application.

9. a) Is your title of the land/house undisputed and free from encumbrances?

b) Can you produce, if required, original documents (sale or lease deed) in support of your title?

If not state the reasons therefor indicating what other documentary proof, if any, you can furnish in support of your claim?

(See item 5(b) and 6 above).

c) Does the locality in which the plot of land/house is situated, possess essential service like roads, water supply, drainage, sewerage, street lighting, etc? (Please furnish a site plan with complete address).

10. In case you happen to be due to retire from service within 20 years of the date of this application and are eligible for the grant of a gratuity or death cum retirement gratuity, do you agree by giving a declaration in this Agreement form/Mortgage Deed that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you?

11. Is regulation 7(b) applicable to your case? If so state:—

- i) the name, designation, scale of pay, Office/Department etc. of the permanent Board employee who is willing to stand surety for you;
- ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your Provident Fund for the construction/acquisition of a house, please furnish the particulars of the amount drawn, the date of the drawal and the purpose for which the amount now required under these Regulations, is required.

Declarations

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the Mormugao Port Employees (Grant of Advance for Building of Houses, etc.) Regulations, 1969 and agree to abide by the terms and conditions stipulated therein.

3. I certify that*

- i) my wife/husband is not a Board's employee

my wife/husband who is a Board's employee has not applied for and/or obtained an advance under these Regulations.

- ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any government source (e.g. department of rehabilitation) or drawn and advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house (also see item No. 12 above).

- iii) That the construction of the house for which the advance has been applied for, has not, yet been commenced.

Station:

Signature of the applicant:

Date:

Designation:

Department/Office in which employed.

*Strike out the alternative(s) not applicable.

(To be completed by the applicant's Head of the Department)

Endt. No. ... dated ... Forwarded to the Financial Adviser and Chief Accounts Officer.

1) I have satisfied myself of the correctness of the facts, etc. stated therein and that the applicant possesses a clear title to the property in question.

2) It is recommended that an advance of Rs. ... (Rupees ... only) may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions, etc. made from the applicant's salary, that this amount is well within his/her repaying capacity.

3) The provisions of regulation 3(b) may be relaxed as a special case (strike out if not applicable).

4) I am satisfied on the basis of the data provided by the applicant that the valuation of the existing property as shown in item 4(3) of the application fairly represents the current market value of the existing house.

Note: The valuation of the existing house required to be shown in item 4(3) of the application form should be the

value as assessed by the concerned Local Body for the purpose of House Tax, if the house is situated in an Urban area. If the Local Bodies do not assess the value of a house for the purpose of House Tax and are therefore not in a position to furnish a certificate to the intending applicants, the applicants should furnish data/documents regarding valuation of the existing house to the satisfaction of the Head of Department who will furnish a certificate as above, while forwarding applications for grant of house building advance for enlargement of houses situated in Urban areas. In so far as properties situated in rural areas are concerned, applicants should furnish a certificate from the Revenue Officer concerned (not lower than the rank of Tehsildar).

5) The amount of gratuity/death-cum-retirement gratuity due to the applicant on the date of his superannuation (at the time of retirement, calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs.

I am also satisfied that there will not be any legal disability in recovering the advance.

Signature:

Designation:

Name of Department:

FORM No. 1

Abstract of cost of original estimates and detailed specification (based on details in form No. 2) for grant of advances for the building etc. of houses.

Amount: — Rs.

Name:

Designation:

Locality and address in which the house is proposed to be constructed:

Item No	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
1	2	3	4	5	6	7

I — Earth Work

(Earthwork excavation for foundations and disposing of the surplus earth etc). Sq. metre.

II — Concrete Work

(Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings). Sq. metre.

III — Damp Proof Course

(Concrete on rich cement mortar or bituministic compound).

IV — Roofing Work

(R.C.C. asbestos or any other type of suitable roof.

V — Reinforced Cement Concrete

VI — Masonry

(Brick, stone, concrete blocks, walls etc.)

VII — Wood Work

(For doors and windows, wooden scandlings for roofs etc.).

VIII — Steel Work

(For reinforcements, holdfast, window bars etc.).

1	2	3	4	5	6	7
---	---	---	---	---	---	---

IX — Flooring

(Concrete, stone or marble chip etc.).

X — Finishing

(Plastering, painting, colour or white washing painting etc.).

XI — Miscellaneous

(Like rain water pipes, shelves, jalls, chulas, pegs, hooks for fans etc.).

XII — Sanitary Installations

(Closets, connections, pipes, manholes, drains etc.).

XIII — Water Supply

(Taps, water meters, water tanks, G. I. pipe etc.).

XIV — Electricity

(Electric points, meters, connections, lines etc.).

Total cost ...

Signature of the applicant...

Date ...

FORM No. 2

Detailed estimates for an advance to the employees of the Board for the building of a house.

(Detailed estimate sheet to support the quantities given in Form 1).

Name:

Designation:

Office to which attached:

Locality and address in which the house is proposed to be built:

Sr. No.	Details of work	No.	Measurements				Quantity
			Length	Breadth	Height		
1	2	3	4	5	6		7

I — Earth Work

- Earthwork in excavation in all soils for foundation and other trenches and depositing the same within 50 metres lead and upto 1.5 metres lift.

Front wall ...

Rear Verandah retaining wall ...

Outside wall ...

Common walls between rooms ...

W. C. front and rear ...

—do— side ...

Steps in front and rear ...

Total earth work ...

Refilling the excavated earth etc. ...

Continue details for all items as given in sample Form No. 1

Signature of the applicant ...

Date ...

FORM No. 3

Form of Mortgage Deed to be executed when the property is free-hold

[The Mormugao Port Employees (Grant of advance for the building, etc. of houses) Regulations, 1969 — Regulation 7(a)]

This indenture made this ... day of ... one thousand nine hundred and ... between ... son of ... at present employed as ... in the office of ... at ... (hereinafter called «THE MORTGAGOR» which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors administrators and assigns) of the ONE PART and THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called «THE MORTGAGEE» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS THE MORTGAGOR is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured ... and expressed to be hereby conveyed transferred and assured (hereinafter referred to as «the said Mortgaged property»).

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the MORTGAGOR.

1. *to construct a house on the said hereditaments, or *to enlarge living accommodation in the existing house on the said hereditaments.)
2. *to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. ... on certain terms and conditions;

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions in the Mormugao Port Employees (Grant of advance for the building, etc. of houses) Regulations, 1969 (hereinafter referred to as the «said Regulations» which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE —

1. *has sanctioned to the MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing.
2. has paid to the MORTGAGOR an advance of Rs. ... (Rupees ... only) on ... and in the manner provided in the said Regulations upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments: —

- *Rs. ... already received on ...
- *Rs. ... on the execution of this indenture by the Mortgagor in favour of the Mortgagee,
- **Rs. ... when the construction of the house reaches plinth level.
- **Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

NOW THIS INDENTURE WITNESSETH as follows: —

i) a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor

shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs.... (Rupees ... only) by £ ... monthly instalments of Rs.... (Rupees ... only) from the pay of the Mortgagor commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowances of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in £ ... monthly instalments in the manner and on the terms specified in the said Regulations provided that the MORTGAGOR shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however be open to the Mortgagor to repay the amount in a shorter period.

(i) b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the Mortgagor commencing from the month of ... 19... or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/ death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however be open to the Mortgagor to repay the amount in a shorter period.

Note: — (Delete Clause (i) (a) or (i) (b) whichever is inapplicable).

ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at .k ... per cent per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance.

Notwithstanding anything contained herein if the Mortgagor utilises the advance for a purpose other than for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the service Regulations applicable to the Mortgagor.

iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey transfer, assign, and assure unto the MORTGAGEE all and SINGULAR the said MORTGAGED property fully described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights easements and appurtenances to the mortgaged pro-

* Mention whatever is applicable.

** The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 7.

£ This will not be more than 180.

† This will not be more than 60.

k Rate of interest to be fixed by the Board from time to time.

erty or any of them belonging TO HOLD the said mortgaged property with their appurtenances, including all erections and building erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely forever free from all encumbrances. SUBJECT NEVER-THELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement /superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with powers to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit. AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred in such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

a) That the MORTGAGOR now hath in himself/ herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

b) That the Mortgagor shall carry out the construction of the house, additions, to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted in writing by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at* ... per cent per annum and further will also be liable to appropriate disciplinary action as may be permissible under service Regulations as applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of @ ... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lumpsum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee

* Rate of interest to be fixed by the Board from time to time.

@ There mention the date on which the first instalment of the advance is paid to the Mortgagor.

that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note:—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house or for repayment of loans taken by an applicant for the construction or purchase of a house.

(d) That the Mortgagor shall immediately insure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of the failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) The Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

Schedule Above Referred to f

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri ... in the office of ... for and on behalf of the Board of Trustees of the Port of Mormugao has ... hereunto set his hand

Signed by the said (Mortgagor) ...

In the presence of:

1st witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... for and on behalf of the Board of Trustees of the Port of Mormugao.

In the presence of:

1st witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

f To be filled in by the Mortgagor.

FORM No. 3A

Form of Mortgage Deed to be executed when the property is free hold and is held in the joint names of husband and wife

[The Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1969
— Regulation 7/(a)]

This indenture made this ... day of ... one thousand, nine hundred and ... between ... son/daughter of ... of ... at present employed as ... in the office of ... at ... and ... his/her/wife/husband (hereinafter jointly referred to as «The Mortgagor» which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns) of the ONE PART and THE BOARD OF TRUSTEES (hereinafter called «THE BOARD» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART:

WHEREAS THE MORTGAGORS are the sole and absolute and sole beneficial owners and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured ... and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as «the said Mortgaged property»).

AND WHEREAS ... one of the mortgagors hereby referred to as Applicant Mortgagor applied to the MORTGAGEE for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

*1. to enlarge living accommodation in the existing house on the said hereditament.

*2. to purchase a ready built aforesaid house/flat.

AND WHEREAS THE Mortgagee agreed to advance to the Principal Mortgagor the said sum of Rs. ... on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the «Mormugao Port Employees (Grant of advances for building, etc. of houses) Regulations, 1969» (hereinafter referred to as the «said Regulations» which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the Schedule hereunder written. AND WHEREAS THE MORTGAGEE

* (1. has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing).

* (2. has paid to the APPLICANT MORTGAGOR an advance of Rs. ... (Rupees ... only) on ...) and in the manner provided in the said Regulations upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

*Rs. ... already received on ... *Rs. ... on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

** (Rs. ... when the construction of the house reaches plinth level.

** (Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

NOW THIS INDENTURE WITNESSETH as follows:—

(i) (a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGORS do hereby covenant with the MORTGAGEE that the MORTGAGORS shall always duly observe and perform

all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by *** ... monthly instalments of Rs. ... (Rupees ... only) from the pay of the APPLICANT commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house, whichever is earlier, and the APPLICANT hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the APPLICANT MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in X- ... monthly instalments in the manner and on the terms specified in the said Rules, provided that the APPLICANT Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs and recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the APPLICANT MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the APPLICANT Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay the MORTGAGEE the said advance of Rs. ... from the pay of the APPLICANT Mortgagor commencing from the month of ... 19 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the APPLICANT Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinafter mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

Note:— (Delete Clause (i) or (i) (b) whichever is inapplicable).

(ii) If the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full, or if the APPLICANT MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at * ... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Principal Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT Mortgagor as may be appropriate under the Regulations of service applicable to the Principal Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGORS do hereby grant, convey, transfer, assign and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully

* Mention whatever is applicable.

** Note. — The language will be modified if the mode of payment is different from what is prescribed in Regulation 7.

*** This will not be more than 180.

X — This will not be more than 60.

* Rate of interest to be fixed by the Board from time to time.

described in the Schedule hereunder written together with buildings erected or to be erected by the MORTGAGORS on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging to HOLD the said Mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely for ever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained NAMELY that if the MORTGAGORS shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGORS to the MORTGAGEE under the terms and conditions of the said Regulations, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGORS reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the MORTGAGORS or as they may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGORS of the covenants on their part herein contained or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise the and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IS HEREBY declared that MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagors.

(v) The MORTGAGORS hereby covenant with the MORTGAGEE as follows:—

(a) That the MORTGAGORS now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(b) That the APPLICANT MORTGAGOR shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The APPLICANT Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the Construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He /She will allow the Mortgagee to carry out either by himself or through/his representative an inspection to verify the correctness of the aforesaid certificates.

If a false certificate is furnished by the APPLICANT Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at ... *per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the APPLICANT Mortgagor.

(c) That the APPLICANT Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of ** ... unless

* Rate of interest to be fixed by the Board from time to time.

** Here mention the date on which the first instalment of the advance is paid to the Principal Mortgagor.

an extension of time is allowed in writing by the Mortgagee. In case of default the Principal Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lump sum. The APPLICANT Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note:— Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house/flats or for repayment of loans taken by an applicant for the construction or purchase of a house/flat.

(d) That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGORS to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGORS and add the amount of the premium to the outstanding amount of the advance and the APPLICANT MORTGAGOR shall thereupon be liable to pay interest whereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGORS shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificates to the above effect.

(f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The APPLICANT MORTGAGOR shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the APPLICANT MORTGAGOR from the whole or any specified part of the gratuity/death-cum-retirement gratuity that may be sanctioned to him.

Schedule above referred to*

IN WITNESS WHEREOF THE MORTGAGORS HAVE hereunto set their hands.

THIS DAY MONTH & YEAR FIRST ABOVE REFERRED SIGNED BY THE MORTGAGORS

in the presence of

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

* To be filled in by the Mortgagors.

FOR WITNESS THEREOF Shri ... in the Office of ...
for and on behalf of and by order and direction of the Board
of Trustees has signed this present in the presence of

Signed by Shri ... on

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

FORM No. 4

Form of Mortgage Deed to be executed when the property is lease hold

Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, 1969 — Regulation 7(a)

This indenture made this ... day of ... one thousand nine hundred and ... between ... son of ... of ... at present employed as ... in the Office of ... at ... (hereinafter called «THE MORTGAGOR» which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the ONE PART and Board of Trustees (hereinafter called «THE MORTGAGEE» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease dated ... and made between ... the Lessor demised to the Mortgagor the property situated at ... and more particularly described in the Schedule hereunder written for a term of ... years commencing from ... the yearly/monthly rent of Rs. ... and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE for an advance of Rs. ... (Rupees ... only) for the purpose of enabling the MORTGAGOR.

*1. to construct a house or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. ... on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, 1969 (hereinafter referred to as the "said Regulations" which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

*(1. has sanctioned to the MORTGAGOR an advance of Rs. ... (Rupees ... only) payable by such instalments and in the manner as hereinafter appearing)

*(2. has paid to the MORTGAGOR an advance of Rs. ... (Rupees ... only) on ... and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing;

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:—

(**Rs. ... already received on ... *Rs. ... on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

* Mention whatever is applicable.

** Note: — The language will be modified if the mode of payment of advance is different from what is prescribed in Reg.

**Rs. ... when the construction of the House reaches plinth level.

**Rs. ... when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

NOW THIS INDENTURE WITNESSETH as follows:—

(i)(a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... (*This will not be more than 180) monthly instalments of Rs. ... (Rupees ...) from the pay of the Mortgagor commencing from the month of ... Nineteen hundred and ..., or from the month following completion of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave/salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in **... (*This will not be more than 60) monthly instalments in the manner and on the terms specified in the said Regulations. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance than due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i)(b) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. ... (Rupees ... only) by ... monthly instalments of Rs. ... from the pay of the Mortgagor commencing from the month of ... 19, or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at *... per cent. per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the

(** Note: — The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 7).

* Rate of interest to be fixed by the Board from time to time.

Note: — (Delete clause (i) (a) or (i) (b) whichever is inapplicable).

Mortgagee to take such disciplinary action against the mortgagor as may be appropriate under the Regulations of service applicable to the Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor Doth hereby grant, convey, transfer or assure unto the Mortgagee. ALL AND SINGULAR the said property comprised in said Lease, dated ... and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations, then the Mortgagee will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale ** (and in the next place to pay to ... the lessor of the Mortgaged property ... 50 per cent. of the unearned increase pursuant to clause ... of the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The MORTGAGOR hereby covenants with the MORTGAGEE as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED PROPERTY unto and to the use of the MORTGAGEE in manner aforesaid.

** (b) That the Mortgagor shall carry out the construction of the house additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his

representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at* ... per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

** (c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of *** ... unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGOR SHALL immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at ... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Lease, dated ... is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the MORTGAGOR WILL so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

* Normal rate of interest to be charged under the Regulations.

** Note:—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

*** Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

** Note:—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

Schedule above referred to*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri ... in the Office of ... for and on behalf of the Board of Trustees has hereunto set his hand.

Signed by the said (Mortgagor) ...

In the presence of —

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

Signed by Shri ... in the Office of ... for and on behalf and by order and direction of the Board of Trustees in the presence of ...

1st witness:

Address:

Occupation:

2nd witness:

Address:

Occupation:

FORM No. 5

Form of Agreement to be executed at the time of drawing an advance by Mormugao Port Trust Employees for building of house, enlargement of existing house and purchase of ready made house (Regulation 7)

AN AGREEMENT MADE THIS ... day of ... one thousand nine hundred and ... BETWEEN ... son of ... at present serving as ... (hereinafter called «The borrower», which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Mormugao (hereinafter called the «Board» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the borrower desires to construct a house thereon/enlarge living accommodation in his/her house at ... *purchase a ready built house described in a Schedule hereto annexed and whereas the borrower has under the provision of the Mormugao Port Employees (Grant of Advances for building etc. of houses) Regulations, 1969 (hereinafter referred to as the «said Regulations», which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees ... to *construct a house/*enlarge living accommodation in his/her house/*purchase a ready built house as aforesaid and the Board has sanctioned an advance of Rupees ... to the Borrower vide the office letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

1. In consideration of the sum of Rupees ... (insert the amount of the first instalment) to be paid by the Board after executing of this Agreement and a sum of Rs. ... (insert balance amount to be paid) to be paid by the Board to the Borrower as provides in the said Regulations, the Borrower hereby agrees with the Board:

(a) to repay to the Board of Trustees the said amount of Rs. ... (insert full amount sanctioned) with interest calculated in accordance with the said Regulations for the time being in force by *monthly instalments of Rs. ... from his pay commencing from the month of ... nineteen hundred and ... or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay/leave salary bills/subsistence allowance bills.

* To be filled in by the Mortgagor.

* Mention whatever is applicable.

** (b) (i) Within three months from the date of the receipt of the aforesaid advance of Rs. ... (Rupees ... only) to expend the aforesaid amount* in the purchase of the said ready built house and mortgage it to the Board falling which the Borrower shall refund the entire amount of advance together with interest to the Board forthwith unless an extension of time is granted by the Board.

*(ii) to complete construction/enlargement of the said house within eighteen months of ... strictly in accordance with the plan and specifications to be approved by the Board and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board.

2. If the actual amount paid* for building a house* enlarging the house/purchase of a ready built house is less than the amount received under these presents by the Borrower, to repay the difference to the Board forthwith.

3. To execute a document mortgaging the said house to the Board as security for the amount advanced to the Borrower under these presents as also for the interest payable for the said amount in the form provided by the said Regulations.

4. If the house is not purchased and mortgaged within three months of the advance or within further time as the Board/Chairman may allow in this behalf* if the Borrower fails to complete the construction/enlargement of the said house, as herein before agreed, or if the Borrower becomes insolvent or quits service of the Board or dies, the entire amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Board.

5. The Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

6. Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the Borrower to the Board, the Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri ... for and on behalf of the Board set his hand.

The Schedule above referred to:
(To be filled in by the Borrower)

Signed by the said Borrower
in the presence of

(Signature of the Borrower)

1st Witness ...

Address ...

Occupation ...

2nd Witness ...

Address ...

Occupation ...

Signed by Shri ...
in the Office of ...

(...)

for and on behalf of the Board.

In the presence of:

1st Witness ...

Address ...

Occupation ...

2nd Witness ...

Address ...

Occupation ...

FORM No. 6

The Mormugao Port Employees (Grant of advances for building etc. of houses) Regulations, 1969

SURETY BOND/vide Regulation 7(b)

KNOW ALL MEN BY THESE PRESENTS that I ... son of ... a resident of ... in the District of ... at present employees

* Number of instalments to be filled in.

** Mention whatever is applicable.

* Mention whatever is applicable.

as a permanent ... in the ... (hereinafter called «the Surety») am held and firmly bound into the Board of the Port of Mormugao (hereinafter called «Board» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum of Rs. ... (Rupees ... only) to be paid to the Board FOR WHICH PAYMENT TO be well and truly made, I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents.

As witness my hand this ... day of ... one thousand nine hundred and

WHEREAS ... son of ... a resident of ... in the district of ... at present employed as a temporary/permanent ... in the ... (hereinafter called «the Borrower»)* (but is due to retire on ...) applied to the Board for an advance of Rs. ... for the purpose of constructing a new house or enlarging living accommodation in an existing house/purchasing a ready built house.

AND WHEREAS the Board sanctioned the payment of Rs. ... (Rupees ... only) under the Mormugao Port Employees (Grant of Advances for building, etc. of houses) Regulations, 1969.

AND WHEREAS the Borrower has undertaken to repay the said amount in ... monthly instalments. AND WHEREAS the Borrower has further undertaken to mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Regulations. AND WHEREAS in consideration of the Board of Trustees having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said or any other office ... duly and regularly pay or cause to be paid to the Board the amount of the aforesaid advance owing to the Board by instalments until the said sum of Rs. ... (Rupees ... only) shall be duly paid or mortgaged to the Board the house built/purchased referred to above whichever even happens earlier, then this bond shall be void, otherwise the same shall be and remain in full force and virtue. BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Board the whole or so much of the said principal sum of Rs. ... (Rupees ... only) together with the interest as shall then remain unpaid shall immediately become due and payable to the Board of Trustees and recoverable from the Surety in one instalment by virtue of this bond.

The obligation undertaken by the Surety shall not be discharged/or in any way affected by an extension of time or any other indulgence granted by the Board to the said Borrower.

Signed and delivered by the ... At ... day of ... 19....

.....
(Signature of Surety)

Designation:
Office to which attached ...

Signature, address and occupation of the witnesses ...

In the presence of

i)
ii)

Signed by Shri ...
In the office of ...

For and on behalf of the Board of Trustees of the Port of Mormugao in the presence of:

1st Witness ...
Address ...
Occupation ...

2nd Witness ...
Address ...
Occupation ...

*Strike out if not required.

FORM No. 7

Mormugao Port Employees (Grant of advance for building etc. of houses) Regulations, 1969

FORM OF RECONVEYANCE FOR HOUSE BUILDING ADVANCES

Vide Regulation 10(d)

THIS DEED OF RECONVEYANCE IS MADE THE day of ... 19 ... BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called «the Mortgagee» which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the one part and ... of ... (hereinafter called «the Mortgagor» which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an Indenture of mortgage, dated the ... day of ... of ... 19 ... and made BETWEEN the Mortgagor of the one part and the Mortgagee of the other part and registered at ... in the Book ... volume ... pages ... to ... as No. ... for ... (hereinafter called the PRINCIPAL INDENTURE). The Mortgagor by the said Principal Indenture mortgaged the property at ... and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs. ... made by the Mortgagee to the Mortgagor.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute a reconveyance of the mortgaged premises as in hereinafter contained. NOW THIS INDENTURE WITNESSETH that the pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant assign and reconvey unto the Mortgagor ALL THAT THE piece of land situated at ... and comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right, title, interest, property, claim and demand whatsoever of the Mortgagee into, out of or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herebefore expressed to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor, forever freed and discharged from all moneys intended to be secured by the said PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, or in respect of, the said moneys or any part thereof, or, for or in respect of, the PRINCIPAL INDENTURE or of anything relating to the premises AND THE MORTGAGEE hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof are/is or can be impeached, incumbered or affected in title estate of otherwise howsoever, IN WITNESS whereof the Mortgagee has caused ... on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by ... for and on behalf of the Mortgagee in the presence of witnesses ...

Signature
for and on behalf of the
Board

Witness:
Address:
Occupation:
2nd witness:
Address:
Occupation:

By order,

Shivakumar Dhindora
Secretary

Mormugao, 5th December, 1969.

(2nd time)